

REMARKS/ARGUMENTS

Claims 6-12 remain in this application. Claims 1-5 have been canceled. Claims 10-12 have been added.

In response to the Office Action of Sep. 17, 2004, Applicant requests re-examination and reconsideration of this application for patent pursuant to 35 U.S.C. 132.

Rejections under 35 USC 112

Claims 1-9 stand rejected as indefinite in the use of relative terms in the claims. Claim 1-5 have been canceled. Claims 6-7 have been amended to depend from new independent claim 10. Claims 8-9 have been amended to reflect the metes and bounds of the specification.

It is well settled in patent law that the disclosure of a patent application is directed to one having ordinary skill in the art and as a corollary there are certain terms which are considered terms of art with acknowledged meanings to those in the art. The plastics industry, as a whole, has long recognized the problems created by the long life span of hydrocarbon polymers, such as

polyethylene, polypropylene, etc., which are virtually indestructible in the conventional waste disposal systems.

One of the approaches, used by those skilled in the polymer art, to solving the problem has been to use different polymers that do not have such a long life span, as taught by Suzuki et al. This approach employs polymers that are susceptible to conventional waste disposal systems based on water disposal or land fill. The well established term, "biodegradable," has been used to distinguish these polymers from the conventional polymers. No one can say, with any authority, that a particular biodegradable polymer will disappear in 2 years, 5 years or 10 years, 3 weeks, 10 hours and 3 minutes. But the biodegradable polymers are susceptible to natural forces and will not exist for as long as the conventional plastics. A time frame for disappearance is not determinative of biodegradability but the function of reacting with conventional disposal systems distinguishes these polymers.

However, Suzuki et al nor any other chemiluminescent light have used this technology, to solve the problems mentioned in the instant specification. The instant application makes a further distinction between biodegradation and disintegration by defining biodegradable polymers as re-entering the food chain. Also, the term, "self disintegrates," attempts to denote a polymer that disintegrates on its own regardless of the environment.

For these reasons, the claims are considered to be definite to one of ordinary skill in the art.

Rejections under 35 USC 102(b)

Claims 5-7 stand rejected as anticipated by Rauhut et al. Claim 5 has been canceled and claims 6-7 have been amended to depend from new claim 10. New claim 10 recites structure not present in Rauhut et al and, therefore, since Rahut does not show every feature of the claims it does not anticipate.

Claims 1-5 and 7 stand rejected as anticipated by Holland and Ladyjensky. Claims 1-5 have been canceled. With regard to claim 7, there is no disclosure in either of the references that the chemical admixture that produces visible light is biodegradable. As stated above, biodegradable is a term of art and must be given the ordinary meaning. This meaning does not include the very polymers that its use defines over. To do so is to ignore the presence of the term in the claim.

With regard to claim 10, the conventional polymers of Holland and Ladyjensky do not have, "an accelerated rate of decomposition," and the difference between conventional polymers and those recited in the claims is not a matter of degree but an order of magnitude.

Rejection under 35 USC 103(a)

Claims 1-7 stand rejected as obvious in view of Holland et al, Ladyjensky and Suzuki et al. Claims 1-5 have been canceled. Claims 6-7 have been amended to depend from new claim 10. Claim 10 recites a chemiluminescent light stick with a frangible inner vial and an outer container that is soluble in water. Holland and Ladyjensky both teach light sticks with frangible inner vials and "normal" polymeric outer containers. The normal polymeric outer containers are in intimate contact with either the liquid peroxide component or the liquid oxalate component for long periods of time between assembly and final consumption. And an admixture of the two components are present in the outer container when in use.

Suzuki teaches using "degradable" polymers for making containers. However, the only containers disclosed have a 500 ml volume. Further, there is no disclosure of the materials (liquid or solid) that may be placed in the Suzuki containers without deleterious effects on the integrity of the container though the patent states that the polymer may start to decompose in sea water within a few weeks.

The motivation for combining the references is that the polymers are employed in packaging. However, there is no packaging disclosed in Suzuki and the reference polymers would, evidently, begin degrading upon contact with liquid. Further Suzuki does not

disclose that the containers could be made in the small sizes used in the light sticks. Therefore, it would appear that to use Suzuki polymers in the liquid environments of Holland or Ladyjensky light sticks would be contraindicated since the containers would dissolve fairly rapidly. This combination of references teaches away from the invention recited in the claims.

Claims 8-9 stand rejected as anticipated or obvious in view of Chopdekar et al. Claim 8 is directed to the process steps of choosing particular components of a composition. Claim 9 is merely one of the possible compositions that result from the process of claim 8. Chopdekar does not teach or suggest that the claimed considerations are used to arrive at any of the compositions that are disclosed therein. Therefore, Chopdekar cannot teach one of ordinary skill in the art to adopt such a regimen in selecting components of a chemiluminescent light system.

#### SUMMARY

In light of the foregoing remarks and amendment to the claims, it is respectfully submitted that the Examiner will now find the claims of the application allowable. Favorable reconsideration of

the application is courteously requested.

Respectfully submitted,

  
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